

PS 5500.10 GUARD SERVICE AT LOCAL MEDICAL FACILITIES



# Change Notice

DIRECTIVE AFFECTED: 5500.10  
CHANGE NOTICE NUMBER: 5500.10  
DATE: 3/1/99

1. PURPOSE AND SCOPE. To update the Program Statement, **Guard Service at Local Medical Facilities**.
2. SUMMARY OF CHANGES. The policy has been updated and procedures clarified.
3. ACTION. File this Change Notice in front of the Program Statement, **Guard Service at Local Medical Facilities**.

/s/  
Kathleen Hawk Sawyer  
Director



# Program Statement

OPI: CPD  
NUMBER: 5500.10  
DATE: 3/1/99  
SUBJECT: Guard Service at Local  
Medical Facilities

1. PURPOSE AND SCOPE. To provide guidelines for using contractual guard services to supervise Bureau inmates sent to local non-Bureau medical facilities for medical treatment.

2. PROGRAM OBJECTIVES. The expected results of this Program are:

a. Inmates sent from Bureau institutions to local medical facilities for medical treatment will be supervised by competent and qualified personnel.

b. Guards will be assigned by the contractor, when requested by the Captain or Operations Lieutenant, to supervise Bureau inmate(s) at the medical facility in a timely manner.

c. All Bureau security standards and procedures will be complied with by the contractor.

d. All incidents involving the use of force on an inmate by contract guard personnel will be immediately reported to the Captain or Operations Lieutenant.

3. DIRECTIVES AFFECTED

a. Directive Rescinded

PS 5500.06      Guard Service at Local Medical Facilities  
(12/15/93)

b. Directives Referenced

PS 5100.06      Security Designation and Custody  
Classification Manual (6/7/96)  
PS 5538.04      Escorted Trips (12/23/96)

PS 5566.05      Use of Force and Application of Restraints on  
                    Inmates (7/25/96)  
PS 5800.07      Inmate Systems Management Manual (12/24/91)  
PS 6000.05      Health Services Manual (9/15/96)

#### 4. STANDARDS REFERENCED

a. American Correctional Association 3rd Edition Standards for Adult Correctional Institutions: 3-4012, 3-4068, 3-4362

b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-1A-12, 3-ALDF-1C-24, 3-ALDF-4E-31

c. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies: 2-CO-1B-10

d. American Correctional Association Standards for Adult Correctional Boot Camp Programs: 1-ABC-1A-18, 1-ABC-4E-40, 1-ABC-4E-38.

5. PRETRIAL/HOLDOVER U.S. MARSHALS (USM) INMATES. Procedures required in this Program Statement are applicable to pretrial and holdover USM inmates.

#### 6. RESPONSIBILITIES

a. The institution Captain and the Health Services Administrator shall write a Statement of Work (SOW) and specifications, including any special contract conditions and evaluation criteria. Ordinarily, the Captain shall serve as Chairperson of the evaluation panel, and the Health Services Administrator and at least one additional expert in institution security shall be panelist(s). The institution Contract Specialist shall insure compliance with Federal Acquisition Regulations and other applicable procurement requirements.

b. The Captain shall request a contract by issuing a Request for Purchase (BP-101.41) and be designated as the Contracting Officer's Technical Representative (COTR).

7. SUPERVISION REQUIREMENTS. Competent and qualified personnel shall supervise inmates sent from Bureau institutions to local medical facilities for medical treatment.

Either institution correctional staff or staff secured through contracts between the institution and local security firms, companies, or individuals shall provide guard service.

The U.S. Marshals Service is responsible for supervising pretrial inmates housed in Bureau institutions when removal to a local medical facility is necessary. For these cases, Bureau staff shall contact the nearest U.S. Marshals Service Office. This provision does not apply to medical emergencies. In emergency situations, Bureau staff shall promptly escort the inmate to a local medical facility, without hesitation, and then contact the U.S. Marshals Service to assume custody of the inmate.

Since the quality of guard service varies, each institution shall evaluate specific needs and choose an option or combination of options which best fulfills local requirements.

a. Custody Classification. Contract guard service personnel **shall not** be used for MEDIUM or HIGH security inmates. They may be used for MINIMUM or LOW security inmates assigned IN custody or lower.

<u>Security Level</u>	<u>Custody Level</u>	<u>Supervision</u>
HIGH	All	Contract shall <b>not</b> be used
MEDIUM	All	Contract shall <b>not</b> be used
LOW	IN or lower	Contract may be used
MINIMUM	IN or lower	Contract may be used

b. Special Circumstances. Inmates with a lower custody classification may require special consideration for increased supervision. The Captain or Operations Lieutenant shall make this determination.

8. CONTRACTOR ELIGIBILITY. In accordance with applicable government procurement government contract regulations, each institution may negotiate and enter into a contract with qualified security firms, companies, or individuals to provide guard service.

The contractor shall provide either documented evidence or assurance certification that each employee used as a contract guard meets all the following requirements:

a. Staff Qualifications. Under no circumstances shall any person discharged by his or her employer for cause within the past three years be employed as a guard under a Bureau contract.

Requests for personnel discharged more than three years previous shall be reviewed by the Warden who shall consider:

Ž elements of the person's removal and  
Ž whether employment would jeopardize the security and supervision of Bureau inmates.

A contract shall not be awarded to an agency or firm unless the following qualifications for its personnel are met.

(1) Experience Requirements

(a) One year (2040 hours) of experience in the Armed Forces or Coast Guard which involved significant performance of guard duty of detainees or prisoners; or the equivalent experience in a Federal, state, or local government, or private organization which involved protecting/police duties.

(b) College level training in courses such as corrections or police science may be substituted for experience at the ratio of two hours of instruction for one hour of experience.

(2) Physical Requirements

(a) The contractor's employee shall be in good general health and able to perform job functions.

(b) Vision must be correctable to 20/30 (snellen) in one eye. The ability to distinguish basic colors is required.

(c) Emotional and mental stability are essential. The services to be performed require using tact to deal with inmates, a keen sense of perception, mental alertness, and the ability to resolve crisis situations. Applicants may be required to work under trying conditions for long periods of time without relief.

(d) All prospective contract guard employees must be tested for use of illegal drugs at the institution using procedures for new employees. No guard shall be used unless he or she has received a negative drug test. Any indication of illegal and/or non-prescribed drugs shall disqualify the individual for employment.

(3) Background Investigation. The contractor shall vouch potential employees through reference and employment checks.

(a) The contractor shall require all proposed employees to provide complete details of any conviction record. The contractor shall notify proposed employees that the Bureau shall:

- Ž contact the National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS),
- Ž take fingerprints,
- Ž check criminal records, and
- Ž make other appropriate background checks to verify employment applications.

Prior to employment, the contractor shall provide to the institutional Personnel Security Specialist or designee, each prospective employee's:

- Ž full name,
- Ž date of birth,
- Ž state of birth,
- Ž sex,
- Ž race, and
- Ž social security number.

Prospective employees may not begin working as a guard for the contractor supervising Bureau inmates prior to the NCIC/NLETS clearance from the Personnel Security Specialist or designee.

(b) The contractor shall not employ any person as a guard supervising Bureau inmates who is under supervision or jurisdiction of any parole, probation, or court/correctional authority.

(4) Employee Training. The contractor shall train each employee in:

- Ž proper Bureau techniques for guarding inmates,
- Ž use and application of restraints,
- Ž integrity, and
- Ž use of force.

This training shall be documented and the documentation submitted to the institution.

The contractor shall be responsible for orientation and indoctrination of contract guards. This orientation must be sufficient to ensure that all guards comply with all contract-established rules and procedures.

b. Bond Requirements. The contractor shall be bonded for civil liability of not less than \$250,000.

9. CONTRACT REQUIREMENTS. Consistent with applicable Federal procurement regulations, most contractual language shall be at each institution's discretion; however, certain requirements shall be standard throughout the Bureau. All contract solicitations, offers, and awards shall contain the following or similar language and provisions:

a. Scope of Work

(1) The contractor, upon verbal request from the Captain or Operations Lieutenant, shall assign guards to supervise the Bureau inmate(s) at the medical facility.

(2) The contractor shall furnish the necessary personnel to provide for the protection and safekeeping of those inmates.

(3) The contractor shall be responsible for the secure custody of all Bureau inmates from the time they are accepted for custody by the contractor until they are properly removed from custody by an authorized Federal official.

Secure custody requires **physical control** of the inmate **at all times**. The physical control of the inmate by the contractor shall be sufficient to prevent escape at all times.

The contractor shall maintain **constant** guard over, and **direct visual observation** of, the inmate **at all times**. The contract guards shall apply the minimum restraints Bureau policy requires.

(4) The contractor shall accept all Bureau inmates the institution offers for custody. The institution official relinquishing custody of a Bureau inmate shall present identification or credentials and his or her authority for offering the inmates for custody when the contractor accepts the prisoner. The contractor shall present identification or credentials and accept custody of Bureau inmates at any time, day or night, and on any day of the week.

b. Notification Requirements

(1) The contractor shall agree to provide services upon verbal request from the institution. Requests for services are subject to being initiated at any time of day. As much notice as possible will be given, and whenever possible, will be at least 24 hours in advance.

However, it is anticipated that a considerable portion of requests for guard service may be during an emergency. In an



emergency, the contractor must respond within **two hours** of notification.

(2) The contractor shall be notified of any special instructions. If the inmate is allowed to have visitors, the contract guard shall screen all visitors to prevent unauthorized individuals and introduction of contraband.

Contract guards shall require all approved visitors to produce photographic identification (e.g., driver's license, state identification card, etc.) before they are allowed to visit. This identification shall be matched with the information the institution provided to verify a visitor's identity.

c. Security Operations. At a minimum, the contractor shall comply with the following standards and procedures:

(1) Contract personnel shall not permit visits to inmates unless prior authorization is received from the Warden or his or her designee.

(2) Contract personnel shall not permit inmates to make or receive telephone calls without prior authorization from the Warden or his or her designee.

(3) Contract personnel shall not permit inmates to send or receive correspondence or packages unless authorized by the Warden or his or her designee.

Correspondence and packages addressed to any inmate and received at the medical facility shall be given to institution staff for disposition.

(4) Contract personnel shall not allow inmates to receive money or any other item from anyone other than Bureau staff. Bureau staff shall furnish inmates necessary:

- Ž toilet and hygiene articles,
- Ž writing paper,
- Ž pencils, and
- Ž allowable items.

Inmates shall not possess other property or articles unless authorized by the Warden or designee.

(5) Except in emergencies arising after the contract employee assumes custody of the inmate, restraints shall be applied to an inmate only as directed by institution staff.

Institution staff shall specify restraint requirements for each prisoner and ordinarily contract personnel may not deviate from these requirements. In an emergency, additional restraints may be applied to the inmate. The institution shall be notified as soon as possible after the situation is under control.

If the institution orders restraints, but medical facility staff request the removal of such restraints for medical or other reasons, the Captain or Operations Lieutenant must be contacted for direction.

During a life threatening medical emergency, when the restraints prevent life saving procedures or treatment, the restraints may be temporarily removed and the institution notified as soon as possible. The requirement for constant visual observation must be maintained during such an emergency.

The Captain/Operations Lieutenant shall advise contract personnel if restraints may be removed for the inmate to use the bathroom or bathe, for medical examination, etc.

(6) Contract personnel shall not accept any gratuity or articles of value from:

- Ž an inmate,
- Ž any member of the inmate's family, or
- Ž any other person connected in any way with the inmate.

(7) Contract personnel shall position themselves in the room or at a place in close proximity to the inmate, maintaining constant visual observation and shall be able to respond at all times to any eventuality.

Contract guards shall notify the institution whenever an inmate's housing location within the medical facility changes (i.e., ICU, CCU, different room,). This does not include temporary movement for tests, treatment, therapy, etc.

(8) Contract Guard personnel shall not leave the inmate's room for any reason (i.e., to smoke, eat, etc.) or order food from food establishments to be delivered to the room.

(9) The contractor shall prepare a written report when the guard believes that an inmate has committed a prohibited act. The report shall be forwarded to the institution by the end of the work day.

d. Contract Staff Management

(1) The contractor may assume, under normal circumstances, that two guards per inmate will be furnished for IN custody inmates and one guard will be furnished for OUT custody inmates, unless institution staff direct otherwise.

In any unusual circumstances, institution staff shall have the authority to determine when and if more guards per inmate are necessary and the contractor shall comply with this determination.

The contractor shall provide two guards for IN custody inmates and one guard for OUT custody inmates unless the Warden or his or her designee directs otherwise. At no time may two guards be used for the security of more than one inmate. If two inmates are housed in one room, three guards must be present.

To protect the inmate's privacy, at least one contract guard shall be of the same sex as the inmate, since it may become necessary for contract guards to conduct visual searches of inmates.

(2) The contractor shall replace any contract personnel who, for any reason, are not acceptable to authorized institution staff. These personnel may not be used further to guard Bureau inmates without the Warden's written approval.

(3) The contractor shall provide a contact person 24 hours a day, seven days a week. Institution staff shall be provided with a telephone number to contact the contractor's operational desk at any time.

(4) The contractor shall provide a duty roster for all assigned employees. The roster shall be used to record the signature of each employee reporting for duty and all activities occurring during that employee's tour of duty. The duty rosters shall be made available to institution staff for inspection, upon request, and must be maintained for at least 10 years.

(5) The contractor shall provide adequate supervisory personnel to insure frequent and random security checks on employees. These security checks, at a minimum, shall be once each shift and be reflected in the logs security personnel assigned to the detail maintain.

(6) Any information, either oral or written, shall be considered strictly confidential and shall not be divulged to anyone except institution staff.

(7) The contractor shall provide and maintain a current list of all employees who are to be used in maintaining custody of Bureau inmates. This list shall be furnished to institution staff and kept current for verification of employment.

(8) The contractor must provide employees providing guard service with photo identification cards. These must be shown to institution personnel before the inmate's custody is transferred to the contractor's employee, and upon request at any time from Bureau staff during security visits.

Institution staff shall relinquish custody to the contract guard by completing a Transfer Receipt form BP-283 (58). The releasing institution staff member shall retain a copy of this receipt.

e. Contract Guard Responsibilities

(1) The contractor's personnel shall not represent themselves to be employees of the U.S. Government, the U.S. Department of Justice, the Bureau, or the institution. Contract personnel are responsible for maintaining good relations with hospital employees. The contractor must report any conflict or difficulty involving contract personnel and hospital employees or others in the community to the Warden or designee immediately.

(2) Ordinarily, the contractor may use uniformed or non-uniformed personnel to guard inmates. On rare occasions, the contractor may be required to provide non-uniformed personnel. Then, the contractor must comply with the institution's request for non-uniformed personnel.

If uniforms are used, they must be consistent within the contract agency and standard for all security personnel used to guard Bureau inmates. Whether in uniform or plain clothes, security personnel must present a neat appearance at all times.

(3) Security personnel must have had at least seven hours off-duty time prior to commencing a new tour of duty. A continuous tour of duty may not exceed 12 hours duration and at least seven hours off-duty time must be provided between tours of duty. The Warden or designee may grant exceptions at the contractor's request during emergency situations.

(4) No contract guard shall be permitted to supervise a Bureau inmate if there is any detection of alcohol or medication that may impair mental or physical performance. Guards and supervisors shall refrain from consuming alcoholic beverages for at least eight hours prior to reporting for duty.

No alcoholic beverages shall be consumed while on duty.

(5) The contractor's personnel may not be permitted to smoke anywhere at any time during the tour of duty.

(6) The contractor's personnel may not possess firearms while supervising Bureau inmates. If the Warden determines weapons are required to supervise inmates housed in outside medical facilities, qualified Bureau staff shall be used.

f. Use of Force Involving Contract Personnel

(1) All incidents involving the use of force on an inmate by contract guard personnel shall be reported immediately to the Captain or Operations Lieutenant. Additionally, each contract guard who was involved in and/or witnessed the incident shall submit a memorandum to include all aspects of the incident:

- ~ any injury to guards, the inmate or medical personnel;
- ~ type of restraint(s) used;
- ~ description of the incident; and
- ~ any other significant information regarding the use of force incident.

(2) After the incident is reported to the institution, the institution's Special Investigative Agent (SIA) or Special Investigative Supervisor (SIS) shall conduct a thorough investigation and prepare a written report to the Warden.

(3) At the conclusion of the SIS/SIA investigation, an after-action review team shall review all facts pertaining to the incident. This review team shall include the:

- ~ Warden,
- ~ Associate Warden (Correctional Services),
- ~ Health Services Administrator, and
- ~ Captain.

Should the review team determine contract guard personnel used excessive force, this will be reported to the Bureau's Office of Internal Affairs.

g. Termination of Contract Supervision Requirements

(1) Upon an inmate's release from the hospital, contract guard supervision of the inmate is no longer needed. The supervising contract guard shall contact the institution Captain or Operations Lieutenant.

Institution staff shall be dispatched to take custody of the inmate.

(2) Upon arrival, Bureau staff shall take custody of the inmate, adhering to the following guidelines:

- (a) Bureau staff shall furnish appropriate official photo identification to contract guard staff prior to assuming custody of the inmate.
- (b) The inmate shall be thoroughly searched.
- (c) Appropriate restraints shall be applied to the inmate.
- (d) The contractor's personnel shall relinquish custody to Bureau staff by completing a Transfer Receipt form (BP-283(58)). The releasing contract guard retains one copy of this receipt.
- (e) The inmate shall be transported to the institution or other location, in accordance with procedures as outlined in the Program Statement on Escorted Trips.

/s/

Kathleen Hawk Sawyer  
Director